

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 10-307

Agenda No. 10.Z

Approved: MAY 12 2010

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 68-68A, AFL-CIC

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING
RESOLUTION :

WHEREAS, a tentative agreement has been entered into after bargaining sessions by and between the City of Jersey City and the International Union of Operating Engineers Local 68-68A, AFL-CIC; and

WHEREAS, it is the desire of the Municipal Council of the City of Jersey City to approve the attached Memorandum of Agreement covering the contractual term from January 1, 2009 through December 31, 2011; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Memorandum of Agreement attached hereto, entered into by and between the City of Jersey City and International Union of Operating Engineers Local 68-68A, AFL-CIC, is hereby approved and the Mayor or Business Administrator is hereby authorized to sign a formal labor contract on behalf of the City of Jersey City in accordance with the attached Memorandum of Agreement .

RJK
5/5/10

APPROVED: Pete M. Byrne

APPROVED AS TO LEGAL FORM

APPROVED: Pete M. Byrne

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 7-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5/12/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ		✓		RICHARDSON	ABSENT			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Pete M. Byrne
Peter M. Brennan, President of Council

Robt Byrne
Robert Byrne, City Clerk

COLLECTIVE BARGAINING **AGREEMENT**

BETWEEN

CITY OF JERSEY CITY

AND

**INTERNATIONAL UNION OF OPERATING
ENGINEERS**



LOCAL 68-68A-68B, AFL-CIO

Site: City of Jersey City

JANUARY 1, 2009 - DECEMBER 31, 2011

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PREAMBLE

This Agreement made this day of 2010 by and between the CITY OF JERSEY CITY, hereinafter referred to as the "Employer" and INTERNATIONAL UNION OF OPERATING ENGINEERS, UNION LOCAL 68-68A-68B, AFL-CIO located at 11 Fairfield Place, West Caldwell, NJ 07006, hereinafter referred to as the "Union" has been created for the purpose of harmony and mutual understanding between the Employer and the employees represented by the Union in order that the operation of the City of Jersey City shall proceed in an efficient and uninterrupted manner at all times.

INTRODUCTORY STATEMENT

It is the intention of both the Employer and the Union that this AGREEMENT effectuate the policies of Chapter 303 of the Laws of 1968 NJ.S.A. 34:13a 1 et seq. ("Hereinafter Chapter 303), arid be construed in harmony with the rules arid regulations of the New Jersey Civil Service Commission.

WITNESSETH

WHEREAS, the Union has presented proof that it represents a majority of public employees in an appropriate negotiating unit as provided by NJ.S.A. 34:13A-5.3;

WHEREAS, the Employer and the Union have conducted negotiations in good faith with respect to no grievance and terms and conditions of employment

ARTICLE I **RECOGNITION**

The Employer recognizes the Union as the exclusive representative for collective negotiation concerning the terms and conditions of employment for all employees within the classification as follows:

- Chief Stationary Engineer
- Assistant Chief Stationary Engineer
- Stationary Engineer/Fireman
- Maintenance Engineer
- Refrigeration Engineer (Ice Rink) Seasonal
- Filter Operator (Swimming Pool) Seasonal
- Boiler Operator

ARTICLE II
CHECK-OFF

- A. The Employer agrees to deduct the monthly Union membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the City by the Treasurer of the Union, and aggregate deductions of all employees shall be remitted to the Treasurer once a month, after such deductions are made.
- B. Payroll deductions for new member initiation fees shall be made at the rate prescribed by the Union for Licensed Operating Engineers. These deductions shall continue until the initiation fee is paid in full. The City will remit this initiation fee by the fifteenth of the following month.
- C. The City will remit to the Union all deducted dues monies no later than the fifteenth of the month following the month for which the dues were deducted. If dues remittances have not been received by the Union in full within thirty (30) days of the fifteenth of the month following the month for which dues were deducted, the Union may bypass the grievance procedure and file directly for arbitration. Notwithstanding anything in this Agreement to the contrary, if the arbitrator finds that the City was delinquent in transmitting dues payments to the Union, the arbitrator may award interest at the prime rate of the delinquent amount to the award as liquidated damages.
- D. A written designation to terminate authorization for check-off must be received in writing by the Employer and Union July 1st, and filing of notice of withdrawal shall be effective to halt deductions as of January 1st or July 1st next succeeding the date on which notice of withdrawal is filed.
- E. Agency Shop: Effective July 1, 1980 and in accordance with the agency shop statute, the City hereby agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union.
 - 1. Representation Fee
 - a. Purpose of Fee: If an eligible member of this bargaining unit does not become a member of the Union upon being employed by the City, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.
 - 2. Amount of Fee
 - a. Notification: Prior to the beginning of each membership year, the Union will notify the City in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members

for the year. The representation fee to be paid by non-members will be equal to 85% of that amount.

- b. Legal Maximum: In Order to adequately offset the capita cost of service rendered by the Union as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Union to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law.

If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Union membership year immediately following the effective date of the change.

3. Deduction and Transmission of Fee.

- a. Notification. The City will notify the Union upon hiring each employee, and the City will deduct from the salaries of such employees, in accordance with paragraph b. below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.
- b. Payroll Deducting Schedule. The City will deduct the representation fee in equal installments as nearly as possible from the paychecks of each employee who chooses not to become a member of the Union during the remainder of the year in question. The deductions will begin with the first paycheck paid.
- c. Termination of Employment If an employee who is required to pay a representation fee terminates his or her employment with the City before the Union has received the full amount of the representation fee to which it is entitled under the Article, the City will deduct the unpaid portion of the fee from the last pay check paid to said employee during the membership year in question.
- d. Mechanics. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.
- e. Changes- The Union will notify the City in writing of any change in the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the City received said notice.
- f. New Employees. On or about the last day of each month beginning with the month this Agreement becomes effective, the City will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates

of employment for all such employees. This list shall be in addition to the requirements of Paragraph 3a above.

4. Indemnification. The Union, in exchange for implementation of said Agency Shop, hereby agrees to hold the City harmless against any and all claims or suits or any other liability occurring as the result of the implementation of the Agency Shop provision.

ARTICLE III HOLIDAYS

A. The following fourteen (14) days shall be recognized as paid holidays:

1. New Year's Day
2. Martin Luther King Day
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. General Election Day (November)
11. Veteran's Day
12. Thanksgiving Day
13. Day after Thanksgiving
14. Christmas Day

Each of the fourteen (14) holidays shall only be recognized and paid as holidays for those employees who:

- 1) Actually work on their work days immediately preceding and following the holiday; or
- 2) Are on an approved annual leave day, personal business day, jury duty, or bereavement leave on their work days immediately preceding and following the holiday, or
- 3) Are on a paid sick day supported by a doctor's note on their work days immediately preceding and following the holiday; or
- 4) Any combination of 1, 2 or 3.
- 5) Any other exceptions will result in a failure to be paid for the holiday.

B. Whenever any of the holidays listed above falls on Saturday, the preceding Friday shall be observed as the holiday.

- C. Whenever any of the holidays listed above fall on Sunday, the succeeding Monday shall be observed as the holiday.
- D. If the Mayor and Council of the City of Jersey City declare a special holiday for any other municipal employees, employees in this bargaining unit shall be entitled to such day off as well.

ARTICLE IV
FUNERAL LEAVE

- A. In the event of a death in the eligible employee's immediate family, occurring on or after January 1, 2003, the employee shall be entitled to time off with pay for a period of four (4) work days beginning from the day of death.
- B. Immediate family, for purposes of this Article, shall be defined as follows: husband, wife, mother, father, son, daughter, sister, brother, grandparent, grandchild, sister-in-law, brother-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, and step-children.
- C. An eligible employee shall also be entitled to one (1) work day off for attendance at the funeral of an aunt, uncle, niece or nephew of himself or his spouse, or any relative residing in the employee's household, other than those relatives listed in Paragraph B above.
- D. Reasonable verification of the event shall be required.

ARTICLE V
MILITARY LEAVE

- A. The City hereby agrees to grant military leave to employees in accordance with N.J.S.A. 38:23-1, N.J.S.A. 38A:4-4, and all applicable regulations or as otherwise provided for under Federal and State law.
- B. All members of the National Guard or Reserves will be granted time off with full pay to attend required drills. Such time off will be in addition to vacation, sick and administrative leave.
- C. In the event an employee is called to Federal active duty, the employee shall receive the difference in pay between his/her military pay and his/her regular pay for up to one hundred eighty (180) days. The City may, at its option, extend the one hundred eighty (180) day limit.

ARTICLE VI
SICK LEAVE

- A. All employees shall be entitled to sick leave with pay based on their accumulated years of service.

1. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

B. Amount of Sick Leave

1. All permanent employees shall be entitled to one (1) work day for each month of the first calendar year of employment and fifteen (15) work days in/each calendar year thereafter.
2. Any amount of sick leave not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purposes as set forth above.
3. The City, at the end of each calendar year, shall notify the employee of the number of such days the employee has remaining after deducting sick days used and determining the accumulation of same.
4. All temporary employees shall be entitled to one (1) work day for each month of the first calendar year of employment, not to exceed ten (10) work days, and then ten (10) work days for each calendar year thereafter.
5. Paragraph 2 and 3 of this Section B, shall apply to permanent and temporary employees.

C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, his Supervisor or Foreman shall be notified within a reasonable time prior to starting time. Failure to notify the Division Director or his/her designee within the timeline set forth herein shall be cause for denial of a paid sick day, and constitute cause for disciplinary action
2. Absence without notice for five (5) consecutive days shall constitute cause for disciplinary action.
3. Employees on sick leave for a duration of one (1) or more consecutive work days through ten (10) consecutive work days must notify their Division Director, or his designee, on a daily basis. After exceeding ten (10) consecutive work days on sick leave, employees must notify their Division Director, or his designee on every Monday (or Tuesday if Monday is a Holiday) as to their continuance of sick leave.

D. Verification of Sick Leave

1. An employee who has been absent on sick leave for five (5) or more consecutive work days shall be required to submit medical evidence substantiating the illness.
2. The appointing authority may require proof of illness of an employee on sick leave. Abuse of sick leave may be cause for disciplinary action under the guidelines herein set forth.
3. Absence due to exposure to contagious disease shall be accepted only if the Division of Health has declared the employee exposed, and proof of same shall be obtained by the City from the Division of Health. Only a note from a physician will serve to evidence that an employee has been exposed to a contagious disease.
4. The City may require an employee who has been absent because of personal illness, as a condition of the employee's return to duty, to be examined by a physician designated by the City at the expense of the City.

ARTICLE VII
PART A - PERSONAL DAYS - INCUMBENT EMPLOYEES

- A. Effective January 1, 2010, all employees in the bargaining unit shall be entitled to three (3) personal days per annum.
- B. No employee shall be entitled to accumulate or utilize these days until they have completed six (6) months of service with the City.

ARTICLE VIII
VACATIONS

A.

1. All permanent employees shall be entitled to the following vacation time:

<u>Amount of Service</u>	<u>Vacation Days</u>
Up to the end of the first calendar year	1 working day for each month
First year of service	12 working days
Second to Fifth year of service	17 working days
Sixth to Tenth year of service	20 working days
Eleventh to Fifteenth year of service	25 working days
Sixteenth year and over	30 working days

VACATIONS-NEW HIRES

2. Permanent employees hired between January 1, 1993 and December 31, 1996 shall be entitled to the following vacation time:

<u>Amount of Service</u>	<u>Vacation Days</u>
Up to the end of the first calendar year	1 working day for each month
First full calendar year of service	12 working days
2 to 5 years of service	15 working days
6 to 10 years of service	18 working days
11 to 15 years of service	22 working days
16 years of service	25 working days

3. Permanent employees hired after December 31, 1996 shall be entitled to the following vacation time:

<u>Amount of Service</u>	<u>Vacation Days</u>
Up to the end of 1st calendar year	1 working day for each month
First full calendar year	12 working days
2 to 5 years of service	13 working days
6 to 10 years of service	15 working days
11 to 15 years of service	18 working days
16 and greater years of service	20 working days

B. All temporary employees shall be entitled to vacation time regardless of hire date:

<u>Amount of Service</u>	<u>Vacation Days</u>
Up to the end of the first calendar year	1 working day for each month (not to exceed 10 working days)
Every year thereafter	10 working days

C. Vacation time not granted employees shall accumulate for the next succeeding year only.

D. Upon request at the end of each calendar year, the City shall notify the employee of the number of vacation days the employee has due.

E. All vacation time not granted an employee shall be paid to the estate in the event of his/her death to include vacation time for the year of his/her death.

F. Part-time Refrigeration Engineering and Filter Operators shall receive one (1) vacation day per month of employment with the City.

- G. Each member of the Bargaining Unit will be allowed to utilize up to five (5) days of vacation time during the winter schedule (heating season), which commences on the first Monday following October 15 and ends on the first Sunday following April 20.
- H. Effective January 1, 2003 employees shall be entitled to use up to five (5) working days of vacation as half vacation days (10-half days) in any calendar year.

ARTICLE IX
DISCIPLINE

- A. Disciplinary action may be imposed upon any employee only for just cause. Any disciplinary action or measure imposed upon an employee may be processed through the grievance procedure.
- B. Whenever practicable, if the Employer has reason to reprimand an employee, it shall be done in a manner that will not unduly embarrass the employee before other employees or the public.

ARTICLE X
SENIORITY

- A. Seniority is defined as an employee's total length of service with the Employer beginning with his date of hire.
- B. If two (2) employees are hired on the same date, seniority shall thereafter be determined on the basis of the civil service certification.
- C. Seniority lists shall be established in the appropriate work unit.
 - 1. In cases of lay-offs, demotions, determination of vacation schedules and overtime, seniority lists shall be utilized as one factor alone with ability to perform the job duties.

ARTICLE XI
MANAGEMENT RIGHTS

- A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States.

- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of the policies, rules, regulations and practices in furtherance thereof, shall be limited by the terms of this Agreement, and then to the extent such terms are in conformity with the Constitution and Laws of New Jersey and of the United States, and the rules and regulations of the Civil Services Department of New Jersey.
- C. The City shall have the exclusive right to install and introduce any new or improved production methods, working conditions or facilities to maintain efficient operations. The City retains its inherent right to direct and control its working force personnel, to determine the number of employees required and to designate the types of position it deems necessary to function properly. Prior to the implementation thereof, the City shall discuss the proposed changes with the Union.
- D. Except in the most aggravated situations, the City agrees not to suspend employees on the spot, and, under usual circumstances, agrees to give the Union one (1) day's notice prior to the suspension of an employee.

ARTICLE XII POLICY ON DISCRIMINATION

- A. The Employer and the Union both agree that they shall not discriminate against any employee because of race, color, creed, religion, nationality or sex.
- B. Neither the City nor the Union shall discriminate against any employee due to that employee's membership, near-membership, participation, lack of participation, or activities on behalf of, or his refraining from activity on behalf of the Union.

ARTICLE XIII GRIEVANCE AND ARBITRATION

- A. Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement shall be settled in the following manner:
 1. It shall be discussed with the employee involved and the Union representatives with the immediate supervisor or other representative designated by the City. The answer shall be made by such immediate supervisor to the Union.
 2. If the grievance is not settled through Step 1, the same shall be reduced to writing by the Union and submitted to the division head, or any person designated by him, and the answer to such grievance shall be made in writing, with a copy to the Union.
 3. If the grievance is not settled by Steps 1 & 2, then the Union shall have the right to submit such grievance to the Director of the Department A written answer to said

grievance shall be served upon the individual and the grievance committee.

4. If the grievance is not settled through Steps 1, 2 and 3, then the aggrieved shall have the right to pursue all legal remedies afforded by provision of the Civil Service Act.
5. If the grievance is not settled by Steps 1, 2 and 3, and the aggrieved does not elect to pursue this grievance under the provisions of the Civil Service Act, the Union shall have the right to submit such grievance to an arbitrator appointed by PERC. The arbitrator shall have full power to hear the dispute and make a final determination which shall be binding on both parties. The cost of arbitration shall be borne by the City and the Union equally.
6. The Business Manager of the Union, or his authorized representative, may report an impending grievance to the Department Director in an effort to forestall its occurrence.

B. Since adequate grievance procedures are provided in this Agreement, the Union agrees that it will not engage in, encourage, sanction or suggest strikes, slowdowns, mass resignation or mass absenteeism, or other similar action which would involve suspension of work that may disturb or interfere with the orderly operation of the City Departments.

C. This Article shall apply to any difference of opinion, controversy or dispute between the parties herein relating to any matter of wages, hours or working condition, or any dispute between the parties involving the interpretation of application of the provision of the Collective Bargaining Agreement.

ARTICLE XIV SAFETY AND HEALTH

- A. Whenever practicable, the Employer shall at all times maintain safe and healthy working conditions, and will provide employees with any wearing apparel, tool or device needed in order to insure their safety and health.
- B. The City shall specifically purchase protective clothing for cleaning the boilers.

ARTICLE XV UNION REPRESENTATIVES

The Employer shall recognize and deal with one (1) Union Representative designated by the Union through its internal processes.

ARTICLE XVI
BULLETIN BOARDS

Bulletin board space shall be allowed as available by the Employer at the various work locations for the exclusive use of the Union to post Union announcements and other information of a non-controversial nature. The Employer shall have the right to determine the location and space to be allotted for Union purposes. If it is necessary to add additional bulletin boards at any location, such expenses shall be borne exclusively by the Union.

ARTICLE XVII
INSURANCE, HEALTH AND WELFARE

- A. The City shall provide insurance coverage for its employees as set forth below:
 - 1. Commencing on the effective date of this Agreement, all new hires shall be entitled to the Direct Access Blue Cross/Blue Shield Plan or one of the HMO Plans offered at the time of the effective date of this Agreement, at the employees choosing, paid for by the City. All active employees shall be transferred to the currently offered Direct Access Blue Cross/Blue Shield Plan or one of the HMO plans offered at the time of the effective date of this Agreement, at the employee's choosing, no later than July 1, 2010.
 - 2. All Employees in the Bargaining Unit who were on the payroll as of the date of contract ratification by the City Council shall receive a payment of one thousand dollars (\$1,000.00), with the payment of the one thousand dollars (\$1,000.00) deferred as follows: The one thousand dollars (\$1,000.00) shall be paid not later than June 17, 2010. These payments are in consideration for all employees in the Unit leaving Traditional Coverage by July 1, 2010.
- B. Effective, October 1, 1998, the City shall provide Life Insurance in the amount of Fifteen Thousand (\$15,000.00) Dollars and Accidental Death & Dismemberment Insurance in the amount of Fifteen Thousand (\$15,000.00) Dollars for each employee up to the age of sixty-five (65). Thereafter, the amount shall be reduced to Five Thousand (\$5,000.00) Dollars.
- C. Hospitalization The level of benefits provided by the City's Health Plan shall be substantially equivalent to those provided on the date immediately preceding the effective date of any change. The City reserves its right to change the carrier with whom it contracts to provide these services for its employees.
- D. The City shall supply to employees all necessary legal advice and counsel in the defense of charges filed against them in the performance of their duty, or settlement of claims for personal injury, death or property damage arising out of or in the course of their employment, the City shall pay and satisfy all judgments against said employee from such claims.

E. Effective July 1, 2010, the City will provide a prescription drug plan for active employees with the following co-pays that apply on a per prescription basis:

	RETAIL	MAIL ORDER
Generic Drugs	\$2.00 co-pay retail for prescriptions up to thirty (30) days supply.	\$1.50 mail order co-pay per thirty day supply prescription. Total ninety (90) day mail order would amount to \$4.50 in co-pay.
Brand Drugs	\$20.00 co-pay retail for prescriptions up to thirty (30) days supply.	\$13.00 mail order co-pay per thirty day supply prescription. Total ninety (90) day mail order would amount to \$39.00 in co-pay.
Prescriptions that cost over \$1,000.	\$100.00 co-pay on retail prescriptions up to thirty (30) days supply that cost over \$1000.00.	\$50.00 mail order co-pay per thirty day supply on each prescription that costs over \$1,000.00. Total ninety (90) day mail order would amount to \$150.00 in co-pay.

It will be mandatory for all drugs that are defined as maintenance drugs by the United States Food and Drug Administration (FDA) to be bought through mail order (when available). However, the co-pay on the first two prescriptions filled on any maintenance drug, whether that drug is over \$1,000.00 in cost or not, will be at the retail co-pay rate for either a generic or brand drug following which the employee will be responsible for the mail order co-pays set forth above depending on the cost of the particular drug.

F. The City will provide an optical plan to employees and their families to a maximum reimbursement one-hundred (\$100.00) dollars.

G. The City will maintain the current dental program for the life of this Agreement for all employees, that is, coverage for employees and their dependents.

H. The City shall have the right to change insurance carriers so long as substantially similar benefits are provided.

I. Retirees shall have an annual maximum out-of-pocket Cap of \$1,082.00 per person for prescription drug co-payments. Once a retiree or dependent has paid \$1,082.00 in co-payments in a calendar year, that person is no longer required to pay any prescription drug co-payments for the remainder of that calendar year.

ARTICLE XVIII
SALARIES

A. Salaries for employees in this bargaining unit shall be in accordance with the following schedule:

TITLE

CHIEF STATIONARY ENGINEER

Effective	July 1, 2009	\$51,080
Effective	July 1, 2010	\$52,380
Effective	July 1, 2011	\$53,680

STATIONARY FIREMAN/ENGINEER

Effective	July 1, 2009	\$48,355
Effective	July 1, 2010	\$49,655
Effective	July 1, 2011	\$50,955

B. **TOOL ALLOWANCE**

Effective January 1, 2003 and every January thereafter, the City will provide a one-hundred and ten dollar (\$110.00) allowance for the purchase of tools needed to perform maintenance on the City's heating system.

ARTICLE XIX
OPERATING ENGINEERS' TRAINING FUND

The City hereby agrees to contribute to the Local 68's Training Program three (\$3.00) dollars per week per full-time employee member (seasonal not considered full-time), such funds to be utilized by the Union to conduct training programs to qualify their membership for higher rated jobs within the City of Jersey City. Effective January 1, 2003, the City's contribution will be four dollars (\$4.00) per week for full-time employees.

ARTICLE XX
HOURS OF WORK

A. The regular working hours each day shall be consecutive, except for interruptions for luncheon periods.

- B. For full-time employees, the regular work week shall consist of not more than forty (40) hours in any scheduled five (5) day period.
- C. The employee is entitled to one (1) hour lunch period per day worked.
- D. Employees who are unable to leave their work station for lunch shall accrue no additional compensation. The wage rates set forth in Article XVIII include such compensation as part of base pay.
- E. The winter schedule for members of this unit will begin on the first Monday following October 15 and end on or about the first Sunday following April 20.
- F. For any permanent work schedule changes, the City will provide the Union and affected employees with seven (7) calendar days notice.

ARTICLE XXI GENERAL PROVISIONS

- A. Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction such decision of the court shall apply only to the specific portion of the Agreement affected by such decision.
- B. The representative of the Employer and of the Union may, by mutual consent, adopt written memoranda covering in more specific terms the interpretation or application of this Agreement in order to make it more suited to a specific bargaining unit or for other special circumstances. Such memoranda shall not conflict with this Agreement, the latter being the controlling factor should any dispute arise.
- C. The benefits provided for in this Agreement shall accrue only to regular non-seasonal employees in the employ of the City on the date that this document is signed. Such benefits will also accrue to those employees hired after the date of signing of this document.
- D. Part-time employees (those employees working twenty (20) hours or over) shall receive hospitalization, life insurance, and a pro rata share of monetary increases mandated by this Agreement.
- E. All part-time employees working less than twenty (20) hours shall receive a pro rata share of time off including vacation, sick leave, any holiday time, but shall receive no other benefits except as specifically set forth in this Agreement.

ARTICLE XXII
CHANGES, SUPPLEMENT OR ALTERATIONS

Any provision of this Agreement may be changed or supplemented provided both parties mutually agree in writing.

ARTICLE XXIII
LONGEVITY

- A. All employees shall receive longevity payments in addition to their base salary provided below.
- B. Longevity payments shall be made in accordance with the following schedule:

After 5 years of service	\$200.00
After 10 years of service	400.00
After 15 years of service	600.00
After 20 years of service	800.00
After 25 years of service	1,000.00
After 30 years of service	1,200.00

ARTICLE XXIV
OVERTIME PAY & SHIFT DIFFERENTIAL

- 1. Employees who are authorized to work overtime, within their regularly scheduled work week, shall receive straight time for all hours worked up to and including forty (40) hours worked. Any hours so worked beyond forty (40) shall be compensated at time and one-half. For purposes of determining "hours worked", vacation leave with pay, personal days with pay and paid holidays will count. All other time whether with or without pay, shall not count as hours worked.
- 2. Hourly rates will be determined by dividing the annual salary by 2,088 hours for 40 hour employees, and 1,957.5 hours for 37.5 hour employees.
- 3. Any employee who is required to work on the sixth or seventh consecutive day of his/her work week shall receive time and one-half for the sixth day and double time for the seventh day, provided forty (40) hours have been worked in the week.
- 4. Any employee who is required to work on holidays shall receive triple time.

5. Employees who are recalled on emergency work shall receive a minimum guarantee of four (4) hours at the appropriate overtime rate provided, however, the City shall have the right to retain the employee for four (4) hours.

An employee who receives an emergency call at the end of his/her tour of duty shall not delay in responding to the call in order to qualify for recall pay. Employees who so delay shall be subject to disciplinary action.

6. Overtime shall be awarded based upon a rotating seniority list within each unit and qualifications to do the particular job.
7. There shall be no compensatory time given in lieu of work that can be considered overtime.
8. The City shall distribute paychecks by 3:00 pm. on pay day, barring any unusual circumstances, the City will notify the Union prior to scheduling overtime whenever possible.
9. Except in exigent circumstances, the City agrees to pay for overtime within two (2) weeks.
10. All changes in overtime pursuant to this Agreement shall be effective with the pay period following the date of execution hereof.

Shift Differential

Any employee working from 3:00 p.m. to 7:00 a.m. will receive a shift differential of \$0.60 per hour.

ARTICLE XXV
VOLUNTARY POLITICAL CONTRIBUTIONS

Should any legislation become effective during the use of this Agreement allowing title City to deduct voluntary political contribution from an employee's salary, the City and the Union will meet and negotiate an explicit Article, to the extent such legislation provides.

ARTICLE XXVI
OUT-OF-TITLE AND TEMPORARY APPOINTMENTS

- A. **Temporary appointment**. If an employee is assigned to fill an open position in an acting capacity pending a Civil Service examination, said employee shall serve a probationary period of thirty (30) days. At the conclusion of the thirty (30) day period, the employee shall receive either an increase of five percent (5%) of the minimum of the title to which s/he is being assigned, or the pay of the title to which s/he is being assigned, whichever is greater.

The City shall call for an examination within the thirty (30) day period. In the event the

employee is returned to his/her previous title, s/he shall revert to the original salary.

B. **Out-of-Title-Work** Where an employee is assigned to perform the duties of a higher classified position for a period of short duration, that employee shall be considered in an "out-of-title" capacity, and shall receive an additional five (\$5.00) dollars for each full day of such "out-of-title" service.

ARTICLE XXVII
LEAVE OF ABSENCE

A. The City, in its sole and exclusive discretion, may grant the privileges of an unpaid Leave of Absence for good cause to a permanent employee for a period not to exceed six (6) month at any one time, provided that the employee has been employed by the City on a continuous basis for at least two (2) years. An employee who desires a Leave of Absence must submit a written request to his/her supervisor at least one (1) month prior to the beginning of the requested leave, setting forth:

1. the reason for the Leave of Absence; and
2. the reason for the length of the time requested.
 - a. Leave of Absence shall not be granted in order for an employee to work at another job. In the event an employee on Leave of Absence is found to be working at another job, the approval for the Leave of Absence shall be immediately revoked and the employee shall be subject to disciplinary action, up to and including discharge.
 - b. Such Leaves of Absence may be renewed for good cause for an additional period, not to exceed six (6) months upon the employee's written request, only by formal recommendation of the Division Head and approval of the appointing authority, in the sole and exclusive discretion of the City.

ARTICLE XXVIII
RETIREMENT AND TERMINAL LEAVE
PART A

A. Employees shall retain all pension rights under the Ordinances of the City of Jersey City and the laws of the State of New Jersey.

B. Members of the bargaining unit who retire on a currently paid or deferred pension under the Employee's Retirement System of Jersey City (ERS) or the Public Employees Retirement System (PERS) shall receive a mandatory lump sum cash payment in lieu of time or for unused vacation time, unused sick time and unused personal time, in accordance with the conditions set forth below.

1. Beginning on the date of execution of this Agreement, Sick Leave payment shall be calculated at eighty (80%) percent of all unused sick leave.
2. In the event an employee suffers a bona fide long term illness and has attained ten (10) years of service in the employ of the City prior to incurring such illness, s/he may apply to the review Committee to restore up to thirty (30) days of Sick Leave thereby, if the illness takes place within the two (2) years immediately prior to retirement. The Committee shall consist of one (1) representative of the Union and one (1) representative of the City. The Committee shall consider the length and merit of service in reaching a decision. If the Committee Members cannot agree, an arbitrator will be selected pursuant to the contractual grievance procedure set forth herein, and the arbitrator's decision shall be binding.

C. In the event an employee eligible for retirement dies prior to such retirement, Terminal Leave Benefits as set forth shall be paid to the estate of the employee.

D. In the event of death, all unused Sick Time, for the year of death only, shall be prorated, inclusive through the month of death, and shall be paid to the estate for an employee not eligible for retirement.

E. All Vacation Time not granted an employee shall be paid to the estate in the event of his/her death, to include Vacation time for the year of his/her death.

ARTICLE XXVIII Continued
RETIREMENT AND TERMINAL LEAVE
NEW HIRES - PART B

Notwithstanding anything contained in the Agreement to the contrary, the following Retirement and Terminal Leave Article shall apply to all those hired by the City into this bargaining unit after January 1, 1993, provided that any employee demoted or transferred from other City bargaining units after January 1, in another bargaining unit shall suffer no loss in the level of the benefits enjoyed by him/her and paid by the City prior to becoming a member of this bargaining unit.

Retirement and Terminal Leave for new hires employed after January 1, 1993 shall be as provided in Article XXVII, Part A, except Paragraph B. 1 is amended to read as follows;

B. 1 Sick Leave Payment shall be calculated at eighty (80%) percent of all unused Sick Leave, up to a maximum of thirty (30) Sick Days.

In all other respects, the terms and conditions of Retirement and Terminal Leave for incumbent employees shall apply to employees hired into this unit after January 1, 1993.

ARTICLE XXIX
MISCELLANEOUS

If the City contemplates contracting out the work performed by members of this Bargaining Unit resulting in lay-offs, the City will meet with the Union at least two (2) weeks prior to the execution of such contract to discuss it. If such contract is executed, the City agrees to consider offering laid-off staff other positions for which they may possess the necessary skills and qualifications.

By offering to discuss such a contract, the City is not negotiating away its managerial prerogative to contract out work.

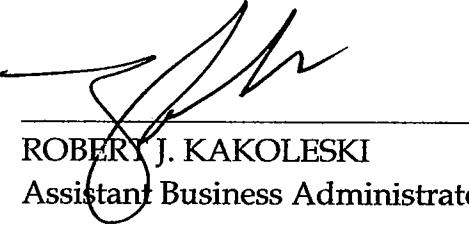
ARTICLE XXX
DURATION OF AGREEMENT

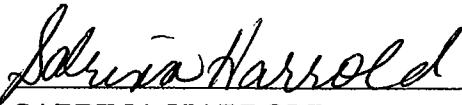
This Agreement shall be in force and effect as of January 1, 2009 and shall remain in effect to and including December 31, 2011 without any re-opening date.

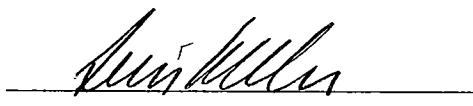
This Agreement shall continue in full force and effect from year to year thereafter unless one party or the other gives notice in writing, no sooner than one hundred fifty (150) days nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement. Bargaining for a successor Agreement shall commence on or about April 1, 2011.

This Memorandum of Agreement is signed and agreed to by the parties on this _____ day of _____, 2010

THE CITY OF JERSEY CITY:


ROBERT J. KAKOLESKI
Assistant Business Administrator


SABRINA HARROLD
Supervising Administrative Analyst


TERRI KELLER
Assistant Corporation Counsel

ATTEST:


ROBERT BYRNE
City Clerk

INTERNATIONAL UNION OF
OPERATING ENGINEERS
Local 68-68A-68B, AFL-CIO


THOMAS P. GIBLIN
Business Manager


EDWARD P. BOYLAN
President


KEVIN P. FREY
Recording Secretary


SALVATORE COSTANZA
Business Representative


TILLARD GALLOP
Shop Steward, Local 68